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overruled a demurrer which was filed by the town. On appeal the main contention was that this contract was invalid as against public policy. It was *held* that the time of making the contract was immaterial and that the performance of the contract, subsequent to the appointment as secretary, made the contract invalid as against public policy. The private interests under the contract were antagonistic to his official duties. A recovery on the contract was denied. *Town of New Carlisle* v. *Tullar* (Ind. 1916), 110 N. E. 1001.

The facts in this case present a novel situation, but the conclusion of the court is well sustained by authority. It would seem that the doctrine of public policy, as it applies to contracts of this kind, was carried to its limit. As the services were professional and ordinary in their nature, and the charge therefore is so well regulated by law and custom, it would seem that the public interests were not endangered by a contract of this kind. In an unbroken line of decisions, the courts have refused to be influenced by considerations of this kind, and have preferred, instead, to avoid corruption or opportunity for the abuse of the public trust, which might result if such contracts were allowed. In most of the reported cases the contract was made after the election to public office. *Mayor of Macon* v. *Huff*, 60 Ga. 221; *Foster* v. *Cape May*, 60 N. J. L. 78; *Brown* v. *Street Lighting District*, 71 N. J. L. 79; *Butts* v. *Wood*, 37 N. Y. 317; *Bay* v. *Davidson*, 133 Ia. 688; *Snipes* v. *City of Winston*, 126 N. C. 374; *McNair* v. *Parr*, 177 Mich. 327; DILLON, MUNICIPAL CORPORATIONS (5 Ed.) § 773, as to recovery on implied contract, see 9 MICH. L. REV. 671.

MUNICIPAL CORPORATIONS—WHO CAN SUE ON CONTRACTOR'S BOND.—A contract for the construction of a city sewer reserved to the city the right to take over the work in case of unexcusable delay, and contained an agreement by the contractor to execute a bond for the faithful performance of the contract and for the indemnification of the city against losses or claims arising out of negligence or non-performance of the contract; a bond was given to the city with these conditions. Before the work was completed the city took complete charge thereof. An assignee of parties who had supplied material to the contractor brings suit against the contractor, the city, and the surety on the bond. Demurrers were filed by the city and the surety; the trial court sustained the demurrers and on appeal two points were raised; first, that the city was liable on the contract, and second, that the bond was made for the materialman's benefit. It was *held,* as to the first claim, that the work was undertaken by an independent contractor and not by an agent of the city, and that the city was not liable for obligations incurred by him; as to the second claim, that the bond, conditioned upon the faithful performance of the contract, protected the city alone and did not inure to the benefit of third persons who were not expressly named therein. *Wilson* v. *Nelson,* (Okl. 1916) 153 Pac. 1179.

This conclusion is well supported by authority. It is well established that the obligation of the personal surety will be strictly construed. As to the compensated surety, the unambiguous and express terms of his contract will

not be extended by implication or construction. Where these principles are observed, the decisions are uniform in holding that in order for a third person to recover upon an agreement between others to which he is not privy, the contract must be made expressly for his benefit. *Sterling* v. *Wolf,* 163 Ill. 467; *Searles* v. *Flora,* 225 Ill. 167; *Alpena* v. *Title Guaranty & Surety Co.,* 168 Mich. 350; *Townsend* v. *Cleveland Fireproofing Co.,* 18 Ind. App. 568; *Electric Appliance Co.* v. *U. S. Fidelity & Guaranty Co.,* 110 Wis. 434; *City of Kansas, ex rel Blumb* v. *O'Connell,* 99 Mo. 357; DILLON, MUNICIPAL CORPORATIONS (5 Ed.) § 830. The opposite view is taken in a line of Nebraska cases beginning with *Lyman* v. *Lincoln,* 38 Neb. 794. This decision on facts identical to those in the principal case seems to do violence to the surety's obligation on the bond. The materialmen were not expressly mentioned in the contract or in the bond, but the court said, "Obviously, the City of Lincoln intended this bond to protect from the defaults of the contractor all those who might labor on or furnish materials for its buildings." In *Des Moines Bridge & Iron Works* v. *Marxen & Rokahr,* 87 Neb. 684, the court was impressed with the lack of support for this view but refused to overrule the previous holding on the ground that it was not good policy to disturb that which had been long settled within its jurisdiction. In *Sailling* v. *Morrell,* 97 Neb. 454, the cases were reviewed and the former ruling sustained. The court in *Electric Appliance Co.* v. *U. S. Fidelity & Guaranty Co.,* supra, expressly repudiated the Nebraska view. It would seem that the holding of the court in the principal case is the correct one, being well supported by authority and free from the doubts which surrounds the Nebraska view.

PARENT AND CHILD—LIABILITY OF DRUGGIST FOR SALE OF DRUGS TO CHILD.—The defendant druggist, who knew that the plaintiff's minor son was addicted to the use of drugs, sold large quantities of heroin to said minor son. The use of the same rendered the son worthless and unhealthy, whereby the plaintiff was deprived of his earnings. *Held,* that an action was maintainable. *Tidd* v. *Skinner,* (1916) 156 N. Y. Supp. 885.

This case is novel on its facts but the principles underlying it are well established. A parent is entitled to the earnings and services of a minor child, and any wilful or negligent misconduct of a third person which deprives the parent of the same will form the basis for an action, as where a child is negligently injured by a third person, *Horgan* v. *Pacific Mills,* 158 Mass. 402; or where a daughter is seduced, *Mulvehall* v. *Millward,* 11 N. Y. 343. Likewise a husband is entitled to the services of his wife, and any negligence of a third party violating that right gives a right to an action for damages. *Skoglund* v. *Minneapolis Street Ry. Co.,* 45 Minn, 330; *Town of Newberry* v. *Conn, etc. R. Co.,* 25 Vt. 377. In *Hoard* v. *Peck,* 56 Barb. 202, and *Holleman* v. *Harward,* 119 N. C. 150, 56 Am. St. Rep. 672, recovery by the husband for loss of services of the wife was allowed, the defendant in each case having sold drugs to the wife as in the principal case. It was argued in *Hoard* v. *Peck, supra,* "that the selling of laudanum is a lawful business, and that, therefore, no action will lie * * * and whether lawful, or not, the wife having volun-